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April 26, 2002

EX PARTE

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
The Portals  
445 12<sup>th</sup> St. SW  
Washington, D.C. 20554

Re: CC Docket No. 02-80

Dear Ms. Dortch:

This is to inform you that on April 26, 2002, Mary Jo Peed, Jon Banks and Glenn Reynolds representing BellSouth met with the following Commission staff concerning the above referenced docket: Dorothy Attwood, Michelle Carey, Greg Cooke, Pamela Arluk, and Scott Bergman of the Wireline Competition Bureau; John Rogovin, Debra Weiner, Sonja Rifkin, and Stan Scheiner of the General Counsel's Office. The purpose of this meeting was to respond to the allegation made by petitioners in that proceeding and to discuss steps the Commission could take to avoid similar situations in the future. Pursuant to Commission rules, I am filing two copies of this letter and attachments for inclusion in that record.

Sincerely,



Glenn T. Reynolds

Cc: Dortohy Attwood  
Michelle Carey  
Greg Cooke  
Pamela Arluk  
Scott Bergman  
John Rogovin  
Debra Weiner  
Sonja Rifkin  
Stan Scheiner

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: MAY 28, 1993

TARIFF F.C.C. NO. 1  
2ND REVISED PAGE 2-1  
CANCELS 1ST REVISED PAGE 2-1  
EFFECTIVE: JUNE 16, 1993

## ACCESS SERVICE

### 2 - General Regulations

#### 2.1 Undertaking of the Telephone Company

##### 2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

##### 2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff, except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made for all services, to: (C)(x)  
(C)(x)
  - (1) Another customer whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  - (2) A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

(x) Issued under the authority of Special Permission No. 93-455.

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BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29657, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1  
4TH REVISED PAGE 2-2  
CANCELS 3RD REVISED PAGE 2-2  
EFFECTIVE: DECEMBER 16, 1996



## ACCESS SERVICE

### 2 - General Regulations (Cont'd)

#### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.2 Limitations (Cont'd)

- (A) ~~(Cont'd)~~  
(2) (Cont'd)

In all cases of assignment of transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. Such acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The use and restoration of services shall be in accordance with Part 64, Subpart D, and Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

##### 2.1.3 Liability

The following liability provisions apply for all services except BellSouth Virtual Expanded Interconnection Service. Liability provisions for BellSouth Virtual Expanded Interconnection arrangements are contained in 20.26 following.

(T)  
(T)  
(T)

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

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